

**STATE OF WYOMING
DEPARTMENT OF ADMINISTRATION AND INFORMATION
PROCUREMENT SECTION
700 WEST 21st STREET
CHEYENNE, WY 82002-0060**

**REQUEST FOR PROPOSAL
NO. 0101-W**

**WYOMING DEPARTMENT OF EDUCATION
SPECIAL EDUCATION MONITORING SERVICES**

**OPENING DATE: October 8, 2012
2:00 P.M.**

**PURCHASING REPRESENTATIVE: Lori Galles
TELEPHONE NO. (307) 777-6797**

**DEPARTMENT OF EDUCATION
REPRESENTATIVE: Michael Harris
TELEPHONE NO. (307) 857-9277**

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REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

Sealed Proposals, (one (1) original and four (4) copies) will be received for Special Education Monitoring Services for the State of Wyoming, Department of Education by the Wyoming Department of Administration and Information, Procurement Section, 700 West 21st Street, Cheyenne, Wyoming 82002 until **2:00 P..M., October 8, 2012.**

NOTE: Packages not containing the required number of copies will be rejected.

- 1.1. No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. Proposals will not be accepted by fax or Email.
- 1.2. Proposals must be received in the office of the Procurement Section on or before the time and date specified. Proposals received after the time and date specified will not be considered and will be returned unopened.

2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1. A proposal that is in the possession of the Procurement Section may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. A letter should not reveal the proposal pricing but should indicate the addition, subtraction or other changes. FAX and E-mail alterations are acceptable. It is the proposer's responsibility to confirm receipt of this alteration with the Procurement Office Telephone or verbal alterations will be not accepted.
- 2.2. A proposal that is in the possession of the Procurement Section may be withdrawn by the proposer up to the time of the opening. Failure of the successful proposer to furnish the service awarded as a result of this advertisement shall eliminate the proposer from the active proposers list for a period of time as determined by the Procurement Section.

3. PREPARATION OF PROPOSALS:

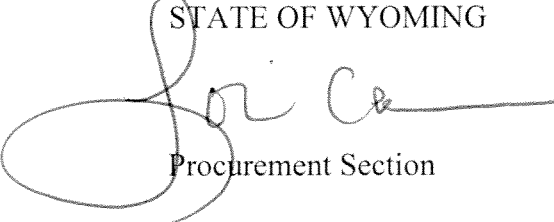
- 3.1. No proposal will be considered which modifies, in any manner, any of the provisions, specifications, or minimum requirements of the Request for Proposal.
- 3.2. In case of error in the extension of prices in the proposal, unit prices will govern.
- 3.3. Proposers are expected to examine special provisions, specifications, schedules, and instructions included in this Request. Failure to do so will be at the proposer's risk.
- 3.4. Failure to respond (submission of proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for

Proposals will be understood by the State to indicate a lack of interest and will result in the removal of the Firm's name from the applicable mailing list.

4. AWARD AND CONTRACT INFORMATION:

- 4.1. The State of Wyoming hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.
- 4.2. The proposer also, agrees that should this firm be awarded a Contract that the firm will not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin, or disability.
- 4.3. The proposer expressly warrants to the State that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.
- 4.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Department of Administration and Information, Procurement Section, will award this contract to the firm, determined by the Wyoming Department of Education, the most responsive and responsible offer based on criteria specified herein.
- 4.5. This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- 4.6. The successful proposer will be required to enter into and sign a formal Contract with the State with reasonable adjustments acceptable to the State. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- 4.7. Successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 *et. seq.*).

DATED THIS 11th DAY OF SEPTEMBER, 2012.

STATE OF WYOMING

Procurement Section

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR

- 1.1. The contractor shall function as an independent contractor for the purposes of the Contract and shall not be considered an employee of the State of Wyoming for any purpose. The contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of the Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the contractor or the contractor's agents and/or employees as a result of this Contract.

2. INSURANCE:

- 2.1 All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, shall name the Agency and the State as an additional insured and shall contain a waiver of subrogation against the Agency and the State, its agents and employees. The contractor agrees it will carry the insurance which is applicable to this RFP. Contractor shall provide a copy of an endorsement providing this coverage.

3. LAWS TO BE OBSERVED:

- 3.1. The contractor shall keep fully informed of all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4. TAXES:

- 4.1. The contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and Social Security taxes, workers' compensation, unemployment insurance, and sales taxes.

5. ASSIGNMENT/CONTRACTOR:

- 5.1. The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which must be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications, or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto, and attached to the original Contract agreement.
- 5.2. The contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the State.
- 5.3. Claims for money due, or to become due to contractor from the State under the Contract may, be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the State. Notice of any assignment or transfer shall be furnished to the State.
- 5.4. The contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

6. TERMINATION OF CONTRACT:

- 6.1. Termination of the Contract may be made by any party at any time with or without cause, upon no less than thirty (30) days written notice to the other parties. The Contract shall remain in full force and effect until terminated as provided herein.
- 6.2. The State may, upon ten (10) days written notice to the contractor, terminate the Contract, in whole or in part, for just cause, which shall include failure of the Contractor to fulfill in a timely and proper manner the obligations under the Contract. In such event, all finished documents, data, models and reports prepared under this Contract shall, at the option of the State, become its property upon payment for services rendered through the termination of the Contract.
- 6.3. Should the contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been implemented. Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General will be implemented if it appears the contractor has breached or defaulted on the Contract.

7. ACCOUNT REPRESENTATIVE:

- 7.1. The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account will be administered in an organized systematic manner.

8. RESPONSIVENESS:

8.1. Proposers are expected to examine specifications, schedules, and instructions included in this package. Failure to do so will be at the proposer's risk.

9. EXTENSION AND AMENDMENT:

9.1. The proposer and the State covenant and agree that this proposal or subsequent Contract may, with the mutual approval of the proposer and the State, be extended under the same terms and conditions of this proposal or Contract for a period of one (1) year, and said option to extend this proposal or Contract for a one year period shall be in effect for each year thereafter for a total period not to exceed two (2) additional years.

10. COMPLIANCE WITH LAWS:

10.1. In performing the Contract, both parties agree to comply with all applicable state, federal and local laws, rules, and regulations.

11. AUDIT:

11.1. The State or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

12. CONFLICT OF INTEREST:

12.1. The parties warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the Contract. Proposer warrants that no one being paid pursuant to the Contract is engaged in any activities which would constitute a conflict of interest with respect to the purposes of the Contract.

13. NO FINDERS FEE:

13.1. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

14. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

14.1. It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the State, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the State, will be turned over to the State.

15. CONFIDENTIALITY OF INFORMATION:

15.1. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the contractor in the performance of the Contract shall be kept confidential by the contractor unless written permission is granted by the State for its release.

16. SOVEREIGN IMMUNITY:

16.1. The State of Wyoming and the Agency do not waive sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

17. INDEMNIFICATION:

17.1 The Contractor shall indemnify, defend, and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

SPECIAL PROVISIONS

PROPOSALS MUST BE DELIVERED TO THE PROCUREMENT OFFICE IN A SEALED ENVELOPE OR PACKAGE BY 2:00 P.M. ON OCTOBER 8, 2012.

PROPOSALS ARE TO BE DELIVERED TO THE PROCUREMENT OFFICE, 700 WEST 21ST STREET, CHEYENNE, WYOMING 82002, BY 2:00 P.M. ON OCTOBER 8, 2012. NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE DATE AND TIME.

NOTE: Packages not containing the required number of copies will be rejected. There will be no exceptions.

A. DESCRIPTION

The Wyoming Department of Education (specifically the Special Programs Division) is the state agency charged with general supervision oversight responsibility for the Individuals with Disabilities Education Act (IDEA). The state agency conducts an annual Continuous Improvement Focused Monitoring (CIFM) process in order to ensure compliance with the federal and state regulations pertaining to special education. A subset of local education agencies are selected for on-site visits in which contractors may participate. Contractors will assist the WDE in its monitoring process in these school districts and various agencies.

B. PURPOSE OF THE CONTRACT

The purpose of the RFP is to secure entities to assist in the process of Continuous Improvement Focused Monitoring of local education agency special education programs.

C. ACTIVITIES OF THE CONTRACT

Consultant will act as a Continuous Improvement Focused Monitoring team member for a group of agencies identified for on-site visits. As a team member, the consultant is responsible for participating in and/or completing the following activities:

- “Pre-Staffing” on-site visits by analyzing district/agency data, developing compliance hypotheses, and planning methods of investigating potential noncompliance
- Preparing materials and documents for the on-site validation review (WDE will coordinate the on-site visit through direct communication with the district/agency administration)
- Communicating with team members and team leader regarding the issues to be addressed and the schedule of activities for the validation review
- Participating in on-site validation activities, including file reviews, interviews, observations, and WDE evening debriefings
- Contributing to the development of monitoring reports, with assigned portions to be delivered to the WDE within two weeks of an on-site visit via electronic document

- When necessary, participating in follow-up visits to districts/agencies to verify implementation of the Corrective Action Plan and provide technical assistance
- Maintaining up-to-date knowledge of changing monitoring requirements and/or adjustments to the CIFM process

D. SCOPE OF WORK/APPLICATION REQUIREMENTS:

Preference will be given to applicants with experience in special education, working as a teacher and/or administrator. Successful applicants should expect to spend an average of 40 hours per month “in the field” during the school year, either attending team meetings in Riverton and/or participating in on-site visits in school districts and other service locations around the state. On-site work often involves long hours and may require evening work. Contractors will be responsible for providing/arranging their own transportation to and from these meetings and visits.

E. RESERVED RIGHTS AND EXCLUSIONS:

The WDE reserves the right to:

- Reject any and all proposals received in response to this RFP
- Select any proposal other than the one with the lowest fixed fee
- Waive or modify any information, irregularities or inconsistencies in proposals received
- Negotiate as to any aspect of the proposal with the proposer and negotiate with more than one proposer at a time

Exclusions to application: Successful applicants may not be current employees of any school district, parent advocacy group, or educational institution within the State of Wyoming. The WDE strives to maintain the integrity of its Continuous Improvement Focused Monitoring system by eliminating any possible conflicts of interest among its monitoring team members.

F. EVALUATION CRITERIA

Point values have been assigned to each area of the proposal. Upon receipt, each proposal will be evaluated. The resulting score will assist the Wyoming Department of Education in rating the proposals and determining the recipients of the contracts.

Cover sheet – Required

Complete the attached cover sheet. The cover sheet must include:

1. The name of the applicant
2. The applicant’s full address
3. The applicants telephone number, fax number (optional) and e-mail address
4. The name and title of the designated contact person

Abstract – 50 points

Complete the attached abstract sheet.

The abstract must address the qualifications of the applicant in terms of his/her ability to complete the listed activities in the RFP. The applicant must demonstrate a knowledge base of the Continuous Improvement Focused Monitoring process (CIFM), experience in the area of special education, and in-depth knowledge regarding the Individuals with Disabilities Education Act (including the Part B Final Regulations) and Wyoming's Chapter 7 Rules Governing Students with Disabilities.

Please describe any and all involvement with any school district, parent advocacy group, or educational institution in the State of Wyoming within the past five years, whether as a paid employee, board member, contractor, or volunteer. In addition, please list any involvement by members of your immediate family in similar groups or agencies.

In addition to the information outlined above, the applicant may include any other relevant information that may be useful to the WDE in its efforts to review and rate the proposal.

Budget – 30 points

Complete the attached budget sheet line items. Line items are defined as:

- Personnel – the amount needed to pay for salary, fringe benefits, unemployment insurance, etc for the individual(s) who will be performing the activities of the contract
- Travel – the amount needed to pay for the proposed travel cost of the personnel who will be performing the activities of the contract
- Indirect costs – Indirect cost is limited to 8%. Indirect cost is calculated based on direct expenditures, not the total proposal award

Please note: The hourly rate for individual contractors shall not exceed \$60/hour.

Knowledge Narrative – 20 points

On a separate paper, please provide a brief narrative in response to the two prompts below:

Explain general supervision under IDEA Part B and how Wyoming fulfills these responsibilities.

Discuss your understanding of the relationship between compliance and improved student outcomes and illustrate your answer with concrete examples.

G. RESPONSE REQUIREMENTS AND DATES OF SUBMISSION

To be considered for participation, one original and two copies of the RFP Form (attached) must be completed and submitted. Complete all sections of the proposal form as provided. When completed the proposal should be no longer than six typed, double-spaced pages, including the cover sheet and budget. Do not include attachments to the proposal as they will not be reviewed.

Proposals must be mailed or hand delivered on the stated deadline. The Wyoming Department of Education is not responsible for transmittal time or irregularities in delivery on the part of the US Postal Service or other courier services. Faxed or emailed proposals will not be accepted.

**Special Education Monitoring Services RFP
Wyoming Department of Education
School Year 2012-2013**

Cover sheet – Applicant Information

**Due Date: Delivered to the Wyoming Department of Administration and Information,
Purchasing Section no later 2:00 pm MST, OCTOBER 8, 2012.**

Applicant Name	Employer Identification Number
Applicant Address	Telephone Number
City	Zip
E-mail Address	Fax Number
Name of Designated Contact	Title of Designated Contact
Please mail the completed RFP to: Lori Galles Department of Administration & Information Procurement Section 700 West 21 st Street Cheyenne, WY 82002-0060 Phone (307)777-6797	

ABSTRACT

The abstract must address the qualifications of the applicant in terms of their ability to complete the listed activities in the RFP. The applicant must demonstrate a knowledge base of the Continuous Improvement Focused Monitoring process (CIFM), experience in the area of special education, and in-depth knowledge regarding the Individuals with Disabilities Education Act (including the Part B Final Regulations) and Wyoming's Chapter 7 Rules Governing Students with Disabilities.

BUDGET

Applicant Name

Budget Line Items	Amount
1. Personnel – The amount needed to pay for salary NOTE: Salary shall not exceed \$60/hour	
2. Fringe Benefits The amount needed to pay for fringe benefits, unemployment insurance, etc. for the individual(s) who will be performing the activities of the contract	
3. Travel The amount needed to pay for the proposed travel cost of the personnel who will be performing the activities of the contract	
4. Operating Expenses The amount needed to pay for office space; telephone, postage, printing, etc.	
5. Indirect Cost Indirect cost is limited to 8%. Indirect cost is calculated based on direct expenditures, not the total proposal award.	
Total Budget- (lines 1-4)	\$

Contracts are scheduled to begin November 1, 2012 and end October 31, 2013

Budget Narrative

Applicant Name:

Explain how each line item was calculated. Provide a mathematical justification for each line item. List the basis for the travel budget (mileage/per diem). List each position title that will be completing activities for the contract and the funding attached to each position, including salary (hourly or daily rate), average days per month and fringe benefits.

Questions regarding this RFP must be submitted in writing by 2:00 p.m. Mountain Time on September 24, 2012 to:

Department of Administration and Information
lori.galles@wyo.gov

Please include the RFP number on all correspondence. All questions will be answered and mailed to all prospective proposers in the form of a written addendum.

VERIFICATION SHEET

The undersigned agrees to provide Special Education Monitoring Services to the Wyoming Department of Education, Special Programs Unit in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for proposal no. 0101-W.

1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2. GENERAL INFORMATION:

Proposer Name _____ Phone () _____

FAX () _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

_____ Sole Proprietorship

_____ General Partnership

_____ Corporation

_____ Limited Partnership

_____ Limited Liability

_____ Other _____

If Proposer is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Signature)

(Name and Title) (Typed or Printed)

(Date)